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December 1, 2000

David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: *Complaint by AT&T Regarding the Provisions of Calling Name
Delivery by BellSouth Telecommunications, Inc.*
Docket No. 00-00971

Dear Mr. Waddell:

Enclosed please find an original and thirteen (13) copies of XO Tennessee Inc.'s reply brief in response to BellSouth's brief filed in the above-captioned proceeding. Copies have been forwarded to parties.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

Henry Walker
Henry Walker *HW*

HW/nl
Enclosures

BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE
12/01/2000

IN RE: COMPLAINT BY AT&T REGARDING THE PROVISIONS OF CALLING
NAME DELIVERY BY BELL SOUTH TELECOMMUNICATIONS, INC.
Docket No. 00-00971

REPLY BRIEF OF XO TENNESSEE, INC. ON THRESHOLD ISSUES

In reply to the brief submitted by BellSouth Telecommunications, Inc. ("BellSouth"), XO Tennessee, Inc. ("XO") files the following response.

1. BellSouth fails to address whether it is legally obligated to provide ten-digit global title translations.

Rather than address the basis for its position that it is not legally obligated to provide ten-digit global title translations, as requested by the Hearing Officer, BellSouth asserts that the initial complaint fails to allege the legal requirement for performing ten digit global title translations.

BellSouth simply "reserves the right to fully address matters presented in any brief submitted by any other party." Clearly, BellSouth plans to make its case on this issue solely in its rebuttal, thus precluding the other parties from responding to BellSouth's position. Since BellSouth failed to provide any discussion of why it is not legally obligated to perform ten digit global title translations, the Hearing Officer should conclude, based on the legal authority cited in the briefs of XO and AT&T, that BellSouth is, in fact, legally obligated to perform ten digit global title translations.¹

¹ On the issue of whether BellSouth is "legally obligated to provide CLECs with the elements necessary to deliver caller name service", BellSouth asserts that such issue is not presented in this complaint. XO concurs; the complaint involves only the issue of whether BellSouth should perform ten-digit global title translations for the purpose of delivering calling name information.

2. BellSouth's discussion of the ability of CLECs to contract for the CNAM database service is irrelevant, and evidences BellSouth's intent, through delaying implementation of ten digit global title translations, to gain both a competitive and financial advantage.

BellSouth devotes the bulk of its brief to discussing the ability of CLECs to contract with BellSouth for CNAM database service, and the necessity of BellSouth to negotiate contracts with other providers to obtain access to their databases.

Such discussion is unnecessary and misleading. Currently, there is no issue about whether BellSouth has the contracts necessary to access the databases maintained by XO or AT&T. BellSouth's mention that CLECs can avoid the CNAM delivery problem by using BellSouth as their database provider is correct; BellSouth, however, should not be allowed to force CLECs to use BellSouth's database by causing service problems for those who make the business decision to maintain their own database or to use other providers -- providers who may be lower in cost or able to provide nationwide rather than region-wide service. Further, BellSouth's implication (regarding the expense of access to Wilderness LEC's database) that BellSouth may choose to not access or "dip" a CLEC's database at all is inappropriate. XO submits that this discussion should be stricken at this time and reserves the right to address such issues should they arise.

3. BellSouth's assertion that it has provided adequate interim solution(s) is inaccurate.

Contrary to BellSouth's assertions, the interim solution it has proposed is inadequate for the reasons stated in XO's brief. Further, the Authority should not be misled by BellSouth's assertion that it has "offer(ed) the mid-term solution . . . at no charge." (BellSouth brief at p. 12). While BellSouth may not charge CLECs for database updates required for the interim solution, the CLECs do incur increased costs in implementing that solution. In addition, carriers are customarily charged a fee to query, or "dip," the database of other carriers. BellSouth is avoiding

these charges by forcing CLECs to enter their customer information into BellSouth's own database, rather than perform the translations needed to "dip" the appropriate CLEC database.

Additionally, BellSouth's assertion that it currently offers a manual solution (Brief, p. 2, footnote 1; brief, p. 10-11.), and does not require CLECs to implement a mechanized interim solution, is false. XO does not dispute that BellSouth may have provided a manual solution for the particular customer referenced in the complaint, and that BellSouth may have initially offered a manual solution. BellSouth has refused, however, to provide XO with the manual interim solution, instead requiring that XO invest the time and resources to implement the mechanized solution -- a solution which, even if it were technically sufficient to address the CNAM problem, results in having to enter customer calling name information in two databases.

XO is not "stubbornly refusing to avail itself of a solution . . ." (Brief, p. 2); it is utilizing the mechanized interim solution. However, as stated in XO's brief, the interim solution is insufficient to address the problem.² The only way to truly address the problem is for BellSouth to perform ten digit global title translations, as it is required to do.

CONCLUSION

As stated in XO's initial brief, BellSouth is legally obligated to provide ten digit global title translations. BellSouth has failed to provide any basis for its assertions that it is not legally obligated to perform these translations. The hearing officer therefore, should conclude, based on the legal authority cited in the briefs of XO and AT&T, that BellSouth is, in fact, legally obligated to perform ten digit global title translations.

Moreover, BellSouth's assertion that the interim solutions it has proposed adequately address the problem is incorrect; BellSouth's own brief underscores the potential impact of this problem on Tennessee consumers. This Authority should, therefore, move expeditiously to grant

² BellSouth points out that, as the number of customers porting numbers from one service provider to another increases, the failure of BellSouth to provide ten digit global title translations will impact consumers of all carriers. (Brief, at p. 15.) This Authority should order BellSouth to remedy this problem now, rather than allow BellSouth to wait until the impact on its own customers reaches the same proportions as the impact on CLEC customers.

the relief sought in AT&T's complaint, and order BellSouth to perform ten digit global title translations for the purpose of delivery of calling name for ported numbers.

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served on the following this the 1st day of December, 2000.

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